

## **SANDIA CORPORATION**

**SF 6432-CN (10-99)**

### **SECTION II**

#### **STANDARD TERMS AND CONDITIONS FOR FIXED PRICE COMMERCIAL CONSTRUCTION**

**THE FOLLOWING CLAUSES APPLY TO THIS CONTRACT AS INDICATED UNLESS SPECIFICALLY DELETED, OR EXCEPT TO THE EXTENT THEY ARE SPECIFICALLY SUPPLEMENTED OR AMENDED IN WRITING IN THE COVER PAGE OR SECTION I.**

##### **CN10 – DEFINITIONS**

The following terms shall have the meanings set forth below for all purposes of this Contract.

- (a) GOVERNMENT** means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- (b) SANDIA** means Sandia Corporation, the management and operating Contractor for the Sandia National Laboratories under Contract No. DE-ACO4-94-AL85000 with the U.S. Department of Energy.
- (c) SELLER** means the person or organization that has entered into this agreement.
- (d) ITEM** means commercial items, commercial services and commercial components as defined in FAR 52.202-1.
- (e) AGREEMENT** means Purchase Order, Contract, Price Agreement, Subcontract, Ordering Agreement, or modifications thereof.
- (f) SCR** means Sandia Contracting Representative, the only person authorized to execute and/or administer this Agreement for Sandia.
- (g) SDR** means Sandia Delegated Representative, the person(s) who has been delegated limited authority as defined in Section I of this Contract.

##### **CN11 - APPLICABLE LAW**

The rights and obligations of the parties hereto shall be governed by this Agreement and construed in accordance with federal law for any FAR or DEAR clauses included in this Agreement and Article 2 of the Uniform Commercial Code for all other clauses as enacted in the State of delivery. The parties agree to jurisdiction in the Federal District Court, with venue in the District closest to the delivery point of the Items or services giving rise to the claim. In the event the requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in the State Court closest to the delivery point of the Items or services giving rise to the claim.

##### **CN12 - ORDER OF PRECEDENCE**

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) Cover Page, (2) Section I, (3) SF 6432-CN, Section II, (4) specifications, (5) drawings, (6) incorporated by reference provisions of Section II, and (7) other documents if any incorporated into this Contract.

##### **CN13 - TITLE AND ADMINISTRATION**

All property rights and interests resulting from this Agreement shall pass directly from the Seller to the Government.

##### **CN14 - ACCEPTANCE OF TERMS AND CONDITIONS**

Seller, by signing this Agreement and/or delivering Items or services ordered under this Agreement, agrees to comply with all the terms and conditions and all specifications and other documents that this Agreement incorporated by reference or attachment. Sandia hereby objects to any terms and conditions contained in any acknowledgment of this Agreement that are different from or in addition to those mentioned in this document. Failure of Sandia to enforce any of the provisions of this Agreement shall not be construed as evidence to interpret the requirements of this Agreement, nor a waiver of any requirement, nor of the right

of Sandia to enforce each and every provision. All rights and obligations shall survive final performance of this Agreement.

#### **CN15 – WARRANTY**

Seller expressly warrants that Items delivered under this Agreement shall be in accordance with Sandia's affirmation, description, sample, or model and compliant with all requirements of this Agreement. Seller expressly warrants that no counterfeit Items or components in Items shall be delivered to Sandia on this Agreement. The warranty shall begin upon final acceptance of the Work by Sandia and extend for a period of one year or the manufacturer's warranty period, whichever is longer. The warranty shall run for a period of one year from the acceptance date by Sandia for any repair work or reworked work. Seller expressly warrants that all Items provided under this agreement shall have a rightful transfer of good title thereto and are delivered free of any rightful claims of any third person by way of infringement of any intellectual property right. If any nonconformity with Item appears within that time, Seller shall promptly repair or replace such Items or reperform service Items at Seller's election. Transportation of replacement Items and return of nonconforming Items and repeat performance of service Items shall be at Seller's expense. Sandia shall notify Seller of such nonconformity within a reasonable time after discovery, and Seller shall notify Sandia of whether it chooses to make repairs or replacements within three working days after Sandia's notice of nonconformity. If repair or replacement or reperformance of service Items is not timely, Sandia may elect to return the nonconforming Items or repair or replace them or reprocur the service Items at Seller's expense. Seller disclaims the implied warranties of merchantability or fitness for a particular purpose.

#### **CN16 – ASSIGNMENT**

Seller shall not assign rights or obligations to third parties without the prior written consent of Sandia. However, the Seller may assign rights to be paid amounts due or to become due to a financing institution if Sandia is promptly furnished written notice and a Sandia Assignment of Payments form signed by both parties. Payments to an assignee shall be subject to setoff or recoupment for any present or future claims of Sandia against the Seller resulting from any Contract with Seller. Administration of this Agreement may be transferred from Sandia to DOE or its designee, and in case of such transfer and notice thereof to the Seller, Sandia shall have no further responsibilities hereunder.

#### **CN17 – TRANSPORTATION**

All transportation shall be "FOB Job Site" unless otherwise specified in this Contract. If transportation is specified "FOB Origin," (a) no insurance cost shall be allowed unless authorized in writing, and (b) the bill of lading shall indicate that transportation is for DOE and the actual total transportation charges paid to the carrier(s) shall be reimbursed by the Government pursuant to Contract No. DE-ACO4-94-AL-85000. Confirmation will be made by Sandia National Laboratories.

#### **CN18 - RISK OF LOSS**

If Sandia is responsible for the risk of loss during transportation of compliant Items, Sandia shall compensate Seller the lesser of (1) the agreed price of such Items, or (2) the Seller's cost of replacing such Items; and such loss shall entitle the Seller to an equitable adjustment in delivery schedule obligations.

#### **CN19 – PAYMENT**

Seller agrees to provide invoices within 60 days of completion of work and hereby waives any amounts that are not invoiced within 60 days of the completion of work on the Contract. Unless otherwise provided, terms of payment shall be net 30 days from the latter of: (1) receipt of Seller's proper invoice, if required, or (2) delivery of items/completion of work. Any offered discount shall be taken if payment is made within the discount period that the Seller indicates. Payments may be made either by check or electronic funds transfer, at the option of Sandia. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.

#### **CN20 - COMPLIANCE WITH LAWS**

Seller shall procure all necessary permits or licenses and abide by all applicable Federal, State and Local laws, ordinances, or regulations, in which any work under this Contract is performed which are in any way applicable to the Statement of Work of this Contract.

#### **CN21 - BREACH OF AGREEMENT**

Any Contractor personnel who personally violate any requirements of this Contract may be denied access to any Government site and Contractor may be terminated for default of this Contract. Should one or more other contracts, now or hereafter, exist between Sandia and the Contractor or with any affiliated corporation or company of the Contractor, then a breach by the Contractor of any Contract, may, at the option of Sandia, be considered a breach of all contracts; and in that event Sandia may terminate any or all of the contracts, or may withhold moneys due or to become due on any such contracts, and apply the same toward payment of any damages suffered on that or any other existing Contract between Sandia and the Contractor.

#### **CN22 - CANCELLATION OR TERMINATION FOR CONVENIENCE**

(a) Sandia may cancel this Agreement, in whole or in part, if the Seller fails to comply with any of the terms of this Agreement, or fails to provide adequate assurance of future performance. In that event, Sandia shall not be liable for any amount for Items and/or services not yet accepted by Sandia.

(b) Sandia may terminate for the convenience of Sandia or the Government this Agreement, in whole or in part, for any Items and/or services not yet accepted by Sandia. In that event Sandia shall be liable for the purchase price of Items and/or services already completed or identified to this Agreement but not yet accepted by Sandia.

(c) Seller shall not be liable for delays in performance occasioned by causes beyond Seller's reasonable control and without Seller's fault or negligence.

(d) The rights and remedies of Sandia in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

#### **CN23 – BANKRUPTCY**

If the Seller enters into any proceeding relating to bankruptcy, it shall give written notice by facsimile to the SCR responsible for this Agreement within five days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the agreement numbers for which final payment has not been made.

#### **CN24 – TAXES**

By reason of Sandia's Nontaxable Transaction Certificate, the Seller should not include in the price any state and local taxes except those which were paid by the Seller to third parties in acquiring the Items which are the subject matter of this Agreement. The price does include all applicable Federal taxes.

#### **CN25 – CHANGES**

The SCR may at any time, by written notice, make changes within the general scope of this Agreement in any one or more of the following: (1) description of the services to be performed; (2) place of performance, and (3) the amount of services to be furnished. If any such change causes a difference in the cost of, or the time required for performance, an equitable adjustment shall be made in the price and/or delivery schedule and other affected provisions. Such adjustment shall be made by written amendment to this Contract, if required, or (2) delivery of Items/completion of work. Any Agreement signed by both parties. Any claim for adjustment by Seller must be made within 20 days from the date of receipt of Sandia's change notice, although Sandia in its sole discretion may receive and act upon any claim for adjustment at any time before final payment. Nothing in this clause, including any disagreement with Sandia about the equitable adjustment, shall excuse Seller from proceeding with the Agreement as changed.

#### **CN26 - OTHER CONTRACTS**

Sandia or the Government may undertake or award other contracts for additional work at or near the site of the work under this Contract. The Contractor shall fully cooperate with the other contractors and with Sandia or Government employees and shall carefully adapt scheduling and performing the work under this Contract to accommodate the additional work, heeding any direction that may be provided by the SCR. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Sandia or Government employees.

#### **CN27 - GOVERNMENT PROPERTY MATERIAL AND EQUIPMENT**

Except as provided for in Section I, Contractor must list the Government material/equipment Contractor will use in the performance of the Statement of Work in this Contract and provide details concerning its use. Identification, inspection, maintenance, protection, and disposition of Government property shall conform with the policies and principles of FAR Part 45, 48 CFR (DEAR) 945, the Federal Property Management Regulations 41 CFR 101, the DOE Property Management Regulations 41 CFR 109, and DEAR 970.5204-21 Property.

#### **CN28 - DIFFERING SITE CONDITIONS**

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the SCR of: (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the Contract. The SCR shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract modified in writing accordingly. No request by the Contractor for an equitable adjustment to the Contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed above for giving written notice may be extended by the SCR. No request by the Contractor for an equitable adjustment to the Contract for different site conditions shall be allowed if made after final payment under this Contract.

#### **CN29 - OPERATIONS, DISMANTLED EQUIPMENT AND MATERIAL, UTILITIES AND STORAGE AREAS**

(a) Operations. The Contractor shall confine all operations (including storage of materials) on Sandia-controlled premises to areas authorized or approved by the SCR. The Contractor shall hold and save Sandia and the Government, their officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Storage Areas. Temporary buildings (e.g., storage sheds, shops, offices, sanitation facilities) and utilities may be erected by the Contractor only with the approval of the SCR and shall be built with labor and material furnished by the Contractor without expense to Sandia. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the SCR, the buildings and utilities may be abandoned and need not be removed.

(c) Use of Roadways. The Contractor shall, under regulations prescribed by the SCR, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the SCR. The Contractor may close streets and remove signs and other material and structures when authorized by the SCR. The Contractor shall provide and keep in place barricades, signs, markers, flares, and other devices required by the SCR for traffic control and safety. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(d) Utilities. The Contractor shall provide all necessary utilities at the work site unless use of existing utilities at the work site is approved in advance by the SCR.

(e) Dismantled Equipment and Material. Dismantled equipment and material removed from the work site shall remain the property of the Government. If the dismantled equipment and material is not reused in the performance of this Contract, the Contractor shall (i) label or tag large items and package small items; (ii) prepare an inventory in triplicate on Sandia-furnished forms; and (iii) deliver the dismantled equipment and material to a location designated by the SCR.

(f) Clean Up. The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work area and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Sandia or the Government. If the Contract requires the modification of areas within buildings or the movement or relocation of furniture or equipment, the Contractor will vacuum and/or sweep and wet mop the area before moving in furniture or equipment and after the move is complete. Upon completing the

work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the SCR or the SDR.

### **CN30 - PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, IMPROVEMENTS, MATERIALS AND WORK**

(a) The Contractor shall preserve and protect all structures, equipment, traffic signs, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place.

(b) The Contractor shall protect from damage or interruption of service all existing improvements and utilities, including underground property or underground utilities the location of which are properly indicated in the specifications and/or drawings, or the existence of which is otherwise made known to the Contractor by written notice signed by the SCR, or the locations of which should be known by the Contractor: (1) at or near the work site, and (2) on adjacent property of a third party. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the SCR may have the necessary work performed and charge the cost to the Contractor.

(c) Contractor shall preserve and protect all work performed under this Contract, materials, supplies, and equipment of every description, including property which may be Sandia-furnished or Government-owned.

(d) Contractor immediately shall repair all damage, caused by Contractor's work under this Contract, to any utilities, the existence of which (1) is not made known by written notice signed by the SCR, (2) is not indicated in the specifications and/or drawings, or (3) could not reasonably have been known by the Contractor. Contractor shall submit a claim for and enter into good faith negotiations to arrive at a fair price for such repair work. Upon written request of the Contractor, the SCR shall determine the extent that Contract performance was delayed to make the required repairs, and the SCR shall modify the Contract performance date accordingly.

### **CN31 - SUPERINTENDENCE BY THE CONTRACTOR**

At all times during performance of this Contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the SCR and has authority to act for the Contractor.

### **CN32 - PAYROLLS AND BASIC RECORDS**

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls, including the payrolls of all subcontractors, to the SCR. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Form WH-347 that is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402 may be used to meet this requirement. (2) Each payroll submitted shall be accompanied by a "Statement of Compliance,"

signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify: (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete; (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract. (3) The weekly submission of a properly executed certification set forth on the reverse side of Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause. (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code. (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the SCR or authorized representatives of the SCR or the Department of Labor. The Contractor or subcontractor shall permit the SCR or representatives of the SCR or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the SCR may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### **CN33 DISPUTES**

Any claim of Contractor for any sum of money or other remedial action shall be handled in accordance with the provisions of this clause prior to commencing any form of litigation. A claim by the Contractor shall be made in writing and submitted to the SCR within six (6) years after accrual of the claim to the Contracting Officer for a written decision or within one year after the completion of the Contract, whichever comes first. The Contractor shall provide the certification specified below when submitting any claim exceeding The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Contract adjustment for which the Contractor believes SANDIA is liable; and that I am duly authorized to certify the claim on behalf of the Contractor. The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim. For Contractor claims of \$100,000 or less, the SCR must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the SCR must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made. The Contracting Officer's decision shall be final unless the Contractor appeals the SCR decision in writing to the SCR. If the Contractor appeals, the SCR shall have 60 days to reach a mutual agreement with the Contractor on a form of alternate dispute resolution that will be employed. If the parties fail to reach an agreement within the 60 days after written appeal, the SCR's decision stands unless the Contractor shall commence litigation in a court of competent jurisdiction. The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the Contract, and comply with any decision of the SCR pending any final resolution.

### **CN34 - ADDITIONAL TERMS AND CONDITIONS**

This Contract incorporates Federal Acquisition Regulation (FAR) clauses found at 48 CFR 52. et seq. and Department of Energy Acquisition Regulation (DEAR) clauses found at 48 CFR 952. et seq. by reference with the same force and effect as if they were given in full text. Where the FAR/DEAR clauses refer to Government and Contracting Officer, substitute Sandia and Sandia Contracting Representative (SCR). Upon request the SCR will make the full text available.

### **APPLY TO CONTRACTS AT ANY VALUE**

**FAR 52.211-5** Material Requirements

**FAR 52.211-13** Time Extensions

**FAR 52.222-1** Notice to the Government of Labor Disputes

**FAR 52.222-26** Equal Opportunity (E.O. 11246)  
**FAR 52.223-3** Hazardous Material Identification and Material Safety Data with alternate I  
**FAR 52.222-1** Notice to the Government of Labor Disputes  
**FAR 52.222-26** Equal Opportunity (E.O. 11246)  
**FAR 52.225-5** Buy American Act - Construction Materials  
**FAR 52.227-1** Authorization and Consent. This clause is not applicable where both complete performance and delivery are outside the United States, its possessions or Puerto Rico.  
**FAR 52.227-3** Patent Indemnity

**FAR 52.244-6** Subcontracts for Commercial Items and Commercial Components  
**FAR 52.246-12** Inspection of Construction

**APPLY TO CONTRACTS EXCEEDING \$2,000**

**FAR 52.222-6** Davis Bacon Act  
**FAR 52.222-9** Apprentices and Training

**APPLY TO CONTRACTS EXCEEDING \$10,000**

**FAR 52.222-35** Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era  
**FAR 52.222-36** Affirmative Action for Workers with Disabilities (29 U.S.C. 793)

**APPLY TO CONTRACTS EXCEEDING \$25,000**

**FAR 52.209-6** Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment

**APPLY TO CONTRACTS EXCEEDING \$100,000**

**FAR 52.215-2** Audit and Records - Negotiation  
**FAR 52.215-43** Audit - Commercial Items  
**FAR 52.222-4** Contract Work Hours and Safety Standards Act - Overtime Compensation  
**FAR 52.228-15** Performance and Payment Bonds-- Construction  
**FAR 52.242-14** Suspension of Work  
**FAR 52.242-15** Stop Work Order  
**FAR 52.246-16** Responsibility for Supplies

**APPLY TO ALL CONTRACTS WHERE ANY WORK WILL BE PERFORMED ON A GOVERNMENT SITE**

**FAR 52.223-2** Clean Air and Water  
**FAR 52.223-11** Ozone Depleting Substances  
**FAR 52.223-12** Refrigeration Equipment and Air Conditioners  
**DEAR 952.204-2** Security  
**DEAR 952.223-72** Radiation Protection and Nuclear Criticality  
**DEAR 952.223-75** Preservation of Individual Occupational Radiation Exposure Records  
**DEAR 970.5204-2** Integration of Environment, Safety, and Health into Work planning and Execution  
**DEAR 970.5204-58** Workplace Substance Abuse Programs at DOE sites  
**DEAR 970.5204-59** Whistleblower Protection for Contractor Employees

**CN35 - VISITOR ACCESS TO GOVERNMENT SITES**

The organizations listed below are responsible for coordinating and administering the provisions of visitor access and control for the sites as listed. Sandia National Laboratories, Albuquerque, New Mexico - Visitor Access and Administration Section, Sandia Corporation, Building 801. Sandia National Laboratories, Livermore, California - Visitor Control and Administration Section, Sandia Corporation, Building 911. Tonopah Test Range, Tonopah, Nevada - Office of the Tonopah Test Range Manager.

**CN36 - REQUIREMENTS FOR ACCESS TO GOVERNMENT SITES**

Permission to enter Government sites shall at all times be subject to all laws, regulations, and site access rules for the site. The Government requirements include but are not limited to, all of the requirements set forth in this section for any work to be performed on a Government site. To obtain access to such premises,

the Contractor shall write a letter to the SDR or the SCR stating the company designation to be used by the Contractor and each subcontractor and furnishing the following information on each individual requiring access to such premises: name, date of birth, and citizenship status, completed ES&H training requirements set forth in the SOW. Access will be granted for the period of performance of the work only. Contractor shall withdraw and replace any individual, including any subcontractor employee, assigned to perform work under this Contract, who in the judgment of Sandia or DOE, is to be denied access to any Government site. Contractor shall submit to the SDR or the SCR proposed working schedules for its personnel and the personnel of each of its subcontractors. The schedules will show proposed daily working hours and proposed workweeks. Schedules that deviate from Sandia's normal workday or workweek must be approved by the responsible SDR. In the absence of a written authorization from the SCR or DOE, use of Government sites by the Contractor and its subcontractors of any tier, pursuant to access granted under this Clause, shall be limited to work required by this Contract to be performed on such premises. **THE USE OF THE ACCESS PRIVILEGE FOR ANY PURPOSE OTHER THAN TO PERFORM WORK UNDER THIS CONTRACT IS PROHIBITED AND MAY BE GROUNDS FOR TERMINATING THIS CONTRACT DEFAULT OR FOR FINDING THAT AN INDIVIDUAL IS UNACCEPTABLE FOR FUTURE ACCESS.**

#### **CN37 - CITIZENSHIP STATUS**

All personnel of the Contractor and its subcontractors who require access must be United States citizens, or foreign nationals who are legal aliens or have the required authorization to perform work in the United States.

#### **CN38 - TERMINATION OR REASSIGNMENT OF PERSONNEL**

The Contractor shall: (i) notify immediately the SCR and the Sandia Access Control and Administration Division at Albuquerque (Sandia Physical Security Division at Livermore; Tonopah Test Range Manager at Tonopah) if any Contractor employees assigned to work under this Contract are terminated for any reason or are assigned to other Contractor non-Sandia work and will not work under this Contract in the future, and (ii) ensure that any Contractor employees identified under this paragraph surrender to the Sandia Access Control and Administration Division (Sandia Physical Security Division at Livermore; Tonopah Test Range Manager at Tonopah) any Sandia badge, Kirtland Air Force Base decals or other access documents within two days of termination or reassignment.

#### **CN39 - ES&H TRAINING**

Any Contractor personnel who will enter a Government site to perform work shall have completed all of the ES&H training required by the Statement of Work prior to any attempts to enter a Government site as shown by written records of such training furnished to the SDR or to the Requester if no SDR is named in Section I of this Contract. Contractor shall certify to Sandia completion of all required training on the Completion Record for Contractor Administered Training form. This form is located on the Web at <http://www.sandia.gov/supplier/forms> or obtained from the SDR. Contractor shall provide the completion record form for the initial ESH100 training to the SDR on the first day of work. Contractor shall provide the completion records for any other training required above to the SDR before starting the affected work activity. Any person not having completed all ES&H training requirements may be denied access to any Government site and Contractor may be terminated for default of this Contract as well as every other Contract the Contractor has with Sandia.

#### **CN40 - ES&H SERVICES**

For Contractor employees performing Sandia-Directed work, Sandia shall provide those workers with any and all necessary safety authorization documents, personal protective equipment, industrial hygiene monitoring, medical surveillance, and radiation protection services. For Contractor employees performing Contractor-Directed work, Contractor shall provide its workers with all ES&H services, with the exception of Contractor employees performing Contractor-Directed work on Government sites for whom Sandia shall provide radiation dosimetry services and survey of record, as appropriate.

#### **CN41 - HANDLING OF HAZARDOUS MATERIALS**

For contracts that require the performance of work on Government sites, the Contractor shall coordinate with the SDR all activities associated with the acquisition (including reporting hazardous materials used on



Government sites), handling, storage, accidental spills, and/or disposal of hazardous materials and/or waste. The Contractor shall notify the SDR of all hazardous and/or radioactive waste generated during performance of work. Such materials become Sandia-owned waste and the Contractor shall notify the SDR for proper disposal by Sandia. Contractor's assistance in disposal may be required by Sandia.

#### **CN42 - REMOVAL OF HAZARDOUS MATERIALS**

Those hazardous materials brought onto Sandia-controlled premises by the Contractor which are job-related consumables and have not been removed from their original packaging and which have not been purchased by Sandia, shall remain the property of the Contractor and shall be removed from Sandia after completion of the work. Hazardous materials in the original, labeled container are not hazardous waste if the material is usable and the full or partially full container is intact and properly closed. Those scrap items which are not hazardous and which have not become hazardous through co-mingling with hazardous items are owned by the Contractor and shall also be removed.

#### **CN43 - VEHICLE MARKINGS**

All vehicles used by either the Contractor or its subcontractors on Government sites shall be marked clearly to indicate company name of user. Vehicles which do not bear permanent markings may be temporarily marked as follows: (1) Signs, no longer than the vehicle door is wide, with a white or lighter background, showing the Contractor's name in one inch high, or larger, dark colored letters, may be made from sheet metal, cardboard or other suitable material and temporarily attached to the vehicle's front door panels so that the signs appear in the approximate center of each door panel. Words such as "Company," "Corporation" or "Division" may be abbreviated. (2) No signs shall be attached to the vehicle's glass area for safety reasons.

#### **CN44 - VEHICLE INSURANCE**

All vehicles owned or operated by the Contractor, subcontractors or their agents and employees, having access to Government sites shall be covered by at least \$200,000/\$500,000 public liability and \$20,000 property damage insurance.

#### **CN45 - CONTRACTOR OR SUBCONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES**

The following provisions apply if work under this Contract requires Contractor or subcontractor personnel to operate Government-owned vehicles either on or off Government sites. Contractor shall maintain, at Contractor's expense, during the period of performance of work under this Contract, third-party vehicle liability insurance which shall cover the use of such Government-owned vehicles with limits of at least \$200,000/\$500,000 public liability and \$20,000 property damage. Medical payments coverage, comprehensive and collision insurance, uninsured motorist, and personal injury protection will not be required under this Clause unless required by State statute. All Contractors' agents, employees and subcontractors of any tier shall obey all rules and regulations pertaining to the use of Government-owned vehicles. In the event of a motor vehicle accident, the Contractor shall submit a completed Motor Vehicle Accident Reporting Form SF 91 to the SCR together with any additional supplemental forms required by instructions given on the GSA Form Packet 1627. A GSA Form Packet 1627 normally is located either in the headliner or glovebox of the GSA vehicle. Contractor's personnel shall assure that a GSA Form Packet 1627 is available in a GSA vehicle prior to accepting and driving a GSA vehicle.

#### **CN46 - ACCESS TO SANDIA COMPUTERS**

Contractor personnel who are granted access to Sandia computers and word processors are subject to the computer security procedures outlined in this Clause. The procedures are applicable to Contractor personnel located at a Sandia facility or at the Contractor's facility. If the Contractor does not comply with the provisions of this Clause, Sandia may withdraw Contractor's access to Sandia computers and may also terminate this Contract for default. Misuse of a Sandia computer may be a violation of law and could result in appropriate action including prosecution. Sandia computers may be used only to perform work authorized in the Contract. Computer software or documentation developed on or for Sandia computer systems is the property of the Government unless provided otherwise in the Contract. Information or data furnished by Sandia or obtained from a Sandia computer by Contractor personnel must be protected by the Contractor to prevent disclosure to any person other than Contractor's employees having a need to know unless such disclosure is authorized in advance in writing by the SCR. Classified material or information

shall be protected in accordance with the security provisions of the Contract. If this Contract does not include security provisions and the Contractor is furnished or comes in contact with classified material or information, it shall be reported immediately to the SCR. Files of any other user shall not be accessed without specific permission from that user. Sandia monitors all use of all Sandia computers. Computer passwords are issued to individuals and must not be shared. Computer passwords must be protected by each Contractor employee to prevent disclosure to any other persons. If a computer password is disclosed or potentially disclosed, the Contractor must notify the SCR immediately so that a new password can be issued. Any Contractor who is granted access to a Sandia computer shall be required to complete initial and refresher "Computer Security Training" (COM100), to be provided by Sandia.

#### **CN47 - PROTECTION OF GOVERNMENT PROPERTY**

All facilities, property, equipment and materials at Sandia are Government-owned. Acts of theft, illegal possession and unlawful destruction or use of Government property violations punishable under Federal law, and may also result in administrative action. The Federal Bureau of Investigation is the investigative authority for all such incidents including cases involving the personal property of individuals when the incident occurs at a Government-owned installation. Every user of Government property is responsible for its physical protection and for reporting immediately the loss, theft, destruction, or damage of such property.

#### **CN48 - APPLY TO ALL CONTRACTS THAT MAY INVOLVE ACCESS TO CLASSIFIED INFORMATION**

**DEAR 952.204-70** Classification/Declassification

**DEAR 952.204-74** Foreign Ownership, Control, or Influence Over Contractor

#### **CN49 - APPLIES TO ANY DELIVERABLE WHICH PROCESSES DATE RELATED DATA YEAR 2000 COMPLIANCE WARRANTY**

Contractor expressly warrants that all product and/or service deliverables on this Contract will accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the deliverables being acquired, properly exchange date/time data

#### **CN50 - PERFORMANCE EVALUATION PROGRAM**

In keeping with SNL's goals of continuous improvement, and promoting and creating an environment for superior Contractor performance, SNL has established a collaborative feedback process through the Performance Evaluation Program. This program is intended to create an environment, which fosters dialog, provides feedback, and improves communication. Any Contract awarded by SNL is a candidate for evaluation under this program. Details on the evaluation program can be viewed at <http://www.sandia.gov/supplier/>